Case 16-40877 Doc Filed 03/23/21 Entered 03/23/21 09:39:20 Desc Main Document Page 1 of 7

Fill in this information to identify the case:						
Debtor 1	Maria D. Ponce					
Debtor 2 (Spouse, if filing)						
United States Bar	nkruptcy Court for the : <u>Northern</u> Distric	t of	Illinois (State)			
Case number	16-40877		_			

Official Form 410S1

Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1. PennyMac Loan Services, LLC Name of creditor: Court claim no. (if known): Last four digits of any number you XXXXXX7940 Date of payment change: 5/1/2021 use to identify the debtor's account: Must be at least 21 days after date of this notice New total payment: \$966.65 Principal, interest, and escrow, if any **Escrow Account Payment Adjustment** Part 1: Will there be a change in the debtor's escrow account payment? ☑ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: \$ <u>477</u>.76 **Current escrow payment:** \$ 573.74 New escrow payment: **Mortgage Payment Adjustment** Part 2: Will the debtor's principal and interest payment change based on an adjustment to the interest rate in the debtor's variable-rate account? ⊠ No ☐ Yes Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, **Current interest rate:** New interest rate: Current principal and interest payment: New principal and interest payment: **Other Payment Change** Part 3: 3. Will there be a change in the debtor's mortgage payment for a reason not listed above? ☐ Yes. Attach a copy of any documents describing the basis for the change, such as repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.) Reason for change: **Current mortgage payment:** New mortgage payment:

Case 16-40877 Doc Filed 03/23/21 Entered 03/23/21 09:39:20 Desc Main Document Page 2 of 7

Debtor 1 Maria D. Ponce Case number (if known) 16-40877
First Name Middle Name Last Name

Part 4:	Sign Here								
The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.									
Check the ap	propriate box.								
□ I am the	e creditor. e creditor's authorized agent								
	I declare under penalty of perjury that the information provided in this Notice is true and correct to the best of my knowledge, information, and reasonable belief.								
X /s/Toni Signatur	<i>Townsend</i>			Date	3/18/2021				
Print: _	Toni First Name Middle	Name	Townsend Last Name	Title _	Authorized Agent for Creditor				
Company McCalla Raymer Leibert Pierce, LLC									
Address _	1544 Old Alabama Road Number Street Roswell City	GA State	30076 ZIP Code						
Contact phone (312) 346-9088 X5174			Email	Toni.Townsend@mccalla.com					

Case 16-40877 Doc Filed 03/23/21 Entered 03/23/21 09:39:20 Desc Main Document Page 3 of 7

Bankruptcy Case No.: 16-40877

In Re: Chapter: 13

Maria D. Ponce Judge: Timothy A. Barnes

CERTIFICATE OF SERVICE

I, Toni Townsend, of McCalla Raymer Leibert Pierce, LLC, 1544 Old Alabama Road, Roswell, GA 30076, certify:

That I am, and at all times hereinafter mentioned, was more than 18 years of age;

That on the date below, I caused to be served a copy of the within NOTICE OF MORTGAGE PAYMENT CHANGE filed in this bankruptcy matter on the following parties at the addresses shown, by regular United States Mail, with proper postage affixed, unless another manner of service is expressly indicated:

Maria D. Ponce 3624 W. 56Th Street Chicago, IL 60629

Mohammed O Badwan (served via ECF Notification)
Sulaiman Law Group, LTD
2500 S. Highland Ave
Suite 200

Lombard, IL 60148

Marilyn O. Marshall, Trustee 224 South Michigan Suite 800

Chicago, IL 60604

U.S. Trustee Patrick S Layng Office of the U.S. Trustee, Region 11 219 S Dearborn St Room 873 Chicago, IL 60604

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on: 3/23/2021 By: /s/Toni Townsend

(date) Toni Townsend

Authorized Agent for Creditor

(served via ECF Notification)

(served via ECF Notification)

Case 16-40877

Doc

Filed 03/23/21 Document Entered 03/23/21 09:39:20 Page 4 of 7

Desc Main 1 of 4

Escrow Account Disclosure Statement

ennyMac® P.O. Box Los Ange

P.O. Box 514387 Los Angeles, CA 90051-4387

Statement Date: March 5, 2021 **Loan Number:**

Property Address:

3624 W 56TH ST CHICAGO IL 60629

Questions? Visit our website @ www.PennyMacUSA.com

(800) 777 - 4001 (Se Habla Español) M - F: 6:00 AM - 6:00 PM PT Sat: 7:00 AM - 11:00 AM PT

MARIA D YEPEZ-PONCE 3624 W 56TH ST CHICAGO, IL 60629-3817

Annual Escrow Account Review

At least once each year, PennyMac Loan Services, LLC ("PennyMac") reviews your escrow account to make sure there is enough money to pay your property taxes and/or insurance premiums. This statement informs you of any adjustments to your monthly payment, shows you how much money you currently have in your escrow account and how much you will need in the next 12 months.

Your New Mortgage Payment

During the next year, your escrow account balance is projected to have a surplus (meaning more funds than necessary to pay your taxes and/or insurance as they come due). See Your Escrow Surplus on page 2 for more details.

Description	Current Monthly Payment Amount	New Monthly Payment Amount
Principal and Interest	\$488.89	\$488.89
Escrow Payment	\$479.98	\$477.76
Shortage Payment	\$30.03	\$0.00
Escrow Reserve Payment	\$63.73	\$0.00
Total Payment Amount	\$1,062.63	\$966.65

Please start making the 'New Monthly Payment Amount' on May 01, 2021. Payments due prior to this date should be made at the 'Current Monthly Payment Amount' shown.

Projected Escrow Account Activity

Over the next year, PennyMac expects to pay \$5,733.16 from your escrow account. Your new monthly escrow payment is \$477.76.

Escrow Item Description	Annual Amount	Monthly Amount
Hazard Ins:	\$1,962.00	
Mortgage Insurance:	\$1,139.28	
County Tax:	\$2,631.88	
Total Payments from Escrow:	\$5,733.16 ÷ 12	= \$477.76

Case 16-40877 Doc Filed 03/23/21 Entered 03/23/21 09:39:20 Desc Main 2 of 4

Projected Escrow Account Activity (Continued)

Below is a projection of escrow account activity from May 01, 2021 through April 30, 2022. These amounts may change when the actual payments become due.

Month	Escrow Donosit(s)	Tax	Insurance	Mortgage Insurance	Projected Balance
	Deposit(s)	Payment(s)	Payment(s)	Payment(s)	\$3,898.16
Beginning Escrow Balance May 2021	\$477.76	\$0.00	\$0.00	\$94.94	\$4,280.98
•		·	·	•	
Jun 2021	\$477.76	\$0.00	\$1,962.00	\$94.94	\$2,701.80
Jul 2021	\$477.76	\$1,197.89	\$0.00	\$94.94	\$1,886.73 ¹
Aug 2021	\$477.76	\$0.00	\$0.00	\$94.94	\$2,269.55
Sep 2021	\$477.76	\$0.00	\$0.00	\$94.94	\$2,652.37
Oct 2021	\$477.76	\$0.00	\$0.00	\$94.94	\$3,035.19
Nov 2021	\$477.76	\$0.00	\$0.00	\$94.94	\$3,418.01
Dec 2021	\$477.76	\$0.00	\$0.00	\$94.94	\$3,800.83
Jan 2022	\$477.76	\$0.00	\$0.00	\$94.94	\$4,183.65
Feb 2022	\$477.76	\$1,433.99	\$0.00	\$94.94	\$3,132.48
Mar 2022	\$477.76	\$0.00	\$0.00	\$94.94	\$3,515.30
Apr 2022	\$477.76	\$0.00	\$0.00	\$94.94	\$3,898.12
Ending Escrow Balance					\$3,898.12
Totals	\$5,733.12	\$2,631.88	\$1,962.00	\$1,139.28	

¹ Lowest projected balance.

Your Escrow Surplus

Based on the projected activity above, our review shows that you will have a surplus of \$1,121.09. Due to your loan being in a delinquent status, this surplus amount will remain in your escrow account.

Lowest Projected Balance	\$1,886.73
Minimum Required Balance	\$765.64
Escrow Surplus	\$1,121.09

PennyMac requires a minimum balance up to one-sixth of the estimated total annual payments from your escrow account, unless state law or your mortgage contract requires less, to help cover any unexpected increase in taxes and/or insurance. The minimum required balance does not include mortgage insurance.

Doc

Escrow Account History

The following is the statement of activity in your escrow account from May 01, 2020 through April 30, 2021.

Last year, we anticipated that payments from your account would be made during this period equaling \$5,759.77. Your lowest monthly balance should not have exceeded \$764.81, or 1/6 of anticipated payments from the account, unless your mortgage contract or state law specifies a lower amount.

Your actual lowest monthly balance was greater than \$764.81. The items with an asterisk on the table below may explain this.

The table below shows the Projected and Actual account history for the previous escrow account period.

	Payments			Disbursements			Escrow Balance	
Month	Projected	Actual	Projected	Description	Actual	Description	Projected	Actual
Beginning Escrow Balance						\$1,671.87	(\$1,803.87)	
May 2020	\$479.98	\$1,955.78*	\$97.57	MIP/PMI	\$97.57	MIP/PMI	\$2,054.28	\$54.34
Jun 2020	\$479.98	\$0.00 *	\$2,031.57	Lender Paid Hazard, MIP/PMI	\$2,059.57 *	Hazard Ins, MIP/PMI	\$502.69	(\$2,005.23)
Jul 2020	\$479.98	\$940.22 *	\$1,343.14	County Tax, MIP/PMI	\$1,295.46 *	County Tax, MIP/PMI	(\$360.47)	(\$2,360.47)2
Aug 2020	\$479.98	\$573.74*	\$97.57	MIP/PMI	\$94.94*	MIP/PMI	\$21.94	(\$1,881.67)
Sep 2020	\$479.98	\$573.74*	\$97.57	MIP/PMI	\$94.94 *	MIP/PMI	\$404.35	(\$1,402.87)
Oct 2020	\$479.98	\$1,147.48 *	\$97.57	MIP/PMI	\$94.94 *	MIP/PMI	\$786.76	(\$350.33)
Nov 2020	\$479.98	\$1,147.48 *	\$97.57	MIP/PMI	\$94.94 *	MIP/PMI	\$1,169.17	\$702.21
Dec 2020	\$479.98	\$419.78*	\$97.57	MIP/PMI	\$94.94 *	MIP/PMI	\$1,551.58	\$1,027.05
Jan 2021	\$479.98	\$573.74*	\$97.57	MIP/PMI	\$94.94 *	MIP/PMI	\$1,933.99	\$1,505.85
Feb 2021	\$479.98	\$573.74*	\$1,506.93	County Tax, MIP/PMI	\$1,528.93 *	County Tax, MIP/PMI	\$907.04	\$550.66
Mar 2021	\$479.98	\$0.00 *	\$97.57	MIP/PMI	\$0.00 *		\$1,289.45	\$550.66
Apr 2021	\$479.98	\$3,442.44 *E	\$97.57	MIP/PMI	\$94.94 *E	MIP/PMI	\$1,671.86	\$3,898.16
Ending Es	crow Balance						\$1,671.86	\$3,898.16
Totals	\$5,759.76	\$11,348.14	\$5,759.77		\$5,646.11			

² Lowest actual balance.

An asterisk '*' beside an amount indicates a difference from projected activity, either in the amount or the date.

The letter 'E' beside an amount indicates that the payment has not yet occurred, but is estimated to occur as shown.

At the time of analysis, PennyMac assumes that you will make all scheduled mortgage payments by or before the effective date of your new payment (shown in the Projected Escrow Account Activity section above).

P.O. Box 514387

Dallas, TX 75266-0929

Overnight Address:

20500 Belshaw Ave.

Carson, CA 90746

Attn: Lockbox Operations

PennyMac Loan Services, LLC

Notices of error or information requests

Attn: Correspondence Unit

Los Angeles, CA 90051-4387

must be mailed to this address.

Standard Address: P.O. Box 660929

Check **: Mail to PennyMac:

Document

Other Important Information

How to **Contact Us**

Available 24/7 on all your devices: PC, Tablet, and Mobile. El sitio web y las declaraciones están disponibles en español.

Go Paperless today! Auto-Pay *: Enroll in Auto-Pay, on our website, to set up recurring payments from the bank account of your choice.

Pay Online: Make a one-time payment on

our website.

PennyMac Customer Service: (800) 777 - 4001

M - F: 6:00 AM - 6:00 PM PT Sat: 7:00 AM - 11:00 AM PT Fax: (866) 577 - 7205

Pay-by-Phone: (800) 777-4001 (Fees may apply to use this service)

Western Union: Code City: PennyMac

Pay To: PennyMac Loan Services

Code State: CA

ID Number: Enter Loan Number

General Insurance Questions: (866) 318-0208

Insurance Information: Any time there is a change to your insurance policy please provide your insurance carrier the following information:

Tax and Insurance Information

How to Make a

Payment

Property Tax Bills: If you receive a tax bill, you do not need to take any action. (Please note: Supplemental/ Additional tax bills are the responsibility of the homeowner; PennyMac will pay them from the escrow account upon

request.)

Mortgagee Clause:

PennyMac Loan Services, LLC Its Successors and/or Assigns

P.O. Box 6618 Springfield, OH 45501-6618

Credit **Reporting Information** be reflected in your credit report.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may

Important Consumer Information

This is an attempt by a debt collector to collect a debt and any information obtained will be used for that purpose. However, if your account is subject to pending bankruptcy proceedings or if you have received a discharge in bankruptcy, this statement is for informational purposes only and is not an attempt to collect a debt against you personally.

Requests for prior payment adjustments: To request funds for a prior payment be applied differently, you must notify PennyMac within 90 days of the original transaction. After 90 days, we will only change the application of funds if the transaction was applied contrary to your documented instructions.

* If you are enrolled in a PennyMac Auto-Pay program, and received a payment change notification, the new payment amount will be drafted on your scheduled draft date. (The principal curtailment amount will not change.) If you pay via online bill payment, please update the payment amount with your financial institution to ensure timely processing of your payment.

** When you pay with a check, you authorize PennyMac either to use information from your check to make a one-time electronic fund transfer (EFT) from your account, or to process the payment as a check transaction. When we use information from your check to make an EFT, funds may be withdrawn from your account on the same day PennyMac receives your payment. Please note that your financial institution will not send back your check. If funds are returned unpaid, a return service charge may be assessed to your loan whether processing your payment as a check or an EFT, as allowed by applicable law.

In accordance with the Fair Debt Collection Practices Act, 15 U.S.C. section 1692 et seq., debt collectors are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to: (i) the use or threat of violence; (ii) the use of obscene or profane language; and (iii) repeated phone calls made with the intent to annoy, abuse, or harass.

NEW YORK - If a creditor or debt collector receives a money judgment against you in court, state and federal laws prevent the following types of income from being taken to pay the debt: 1) Supplemental security income (SSI); 2) Social security; 3) Public assistance (welfare); 4) Spousal support, maintenance (alimony) or child support; 5) Unemployment benefits; 6) Disability benefits; 7) Workers' compensation benefits; 8) Public or private pensions; 9) Veterans' benefits; 10) Federal student loans, federal student grants, and federal work study funds; and 11) Ninety percent of your wages or salary earned in the last sixty days. PennyMac Loan Services, LLC is registered with the Superintendent of the New York State Department of Financial Services (Department). You may obtain further information or file a complaint by calling the Department's Consumer Assistance Unit at 1-800-342-3736 or by visiting www.dfs.ny.gov.

NORTH CAROLINA - Licensed by the North Carolina Department of Insurance. Permit No. 104753 - 6101 Condor Dr., Suite 200, Moorpark, CA 93021. Permit No. 112228 - 14800 Trinity Blvd., Fort Worth, TX 76155. Permit No. 112874 - 3043 Townsgate Rd., Suite 200, Westlake Village, CA 91361. Permit No. 112877 - 2201 West Plano Parkway, Suites 150 and 300, Plano, TX 75075. Permit No. 113746 - 10550 West Charleston Blvd., Suite A, Las Vegas, NV 89135.

OREGON - Residential mortgage loan servicers are regulated by the Oregon Division of Financial Regulation. To file a complaint, call (888) 877-4894 or visit http://dfr.oregon.gov.

🖟 Equal Housing Opportunity © 2008-2021 PennyMac Loan Services, LLC, 3043 Townsgate Rd, Suite 200, Westlake Village, CA 91361, 818-224-7442. NMLS ID # 35953 (www.nmlsconsumeraccess.org). Trade/service marks are the property of PennyMac Loan Services, LLC and/or its subsidiaries or affiliates. Arizona Mortgage Banker License # 0911088. Licensed by the Department of Financial Protection and Innovation under the California Residential Mortgage Lending Act. Colorado: Colorado office: 700 17th St, Suite 200, Denver, CO 80202, (866) 436-4766. Georgia Residential Mortgage Licensee #33027. Massachusetts Mortgage Lender License # ML35953. Minnesota: This is not an offer to enter into an agreement and an offer may only be made pursuant to Minn. Stat. §47.206 (3) & (4). Licensed by the N.J. Department of Banking and Insurance. Rhode Island Lender License # 20092600LL. Washington Consumer Loan License # CL-35953. For more information, please visit www.pennymacusa.com/state-licenses. Loans not available in New York. Some products may not be available in all states. Information, rates and pricing are subject to change without prior notice at the sole discretion of PennyMac Loan Services, LLC. All loan programs subject to borrowers meeting appropriate underwriting conditions. This is not a commitment to lend. Other restrictions apply. All rights reserved. (12-2020)